

10079548

UNITED NATIONS DEVELOPMENT
PROGRAMME



Contract for Goods and/or Services
Between United Nations Development Programme and (R) ACADEMIA DE STUDII ECONOMICE ASEM

1. Country Where Goods Will be Delivered and/or Services Will be Provided: Republic of Moldova	
2. This Contract is a result of UNDP: Request for Proposal Number and Date: RFP23/02649	
3. Contract Reference (e.g. Contract Award Number): 10079548	
4. Long Term Agreement? No	
5. Subject Matter of the Contract: Services	
6. Summary Description of Goods and/or Services: Promotion activities aiming to strengthen capacities of investment profiles beneficiaries	
7. Contract Starting Date: 21-Jul-2023	8. Contract Ending Date: 29-Feb-2024
9. Total Contract Amount: 49,050.00 US Dollar 9a. Advance Payment: Not applicable	
10. Total Value of Goods and/or Services: Below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply	
11. Payment Method: Fixed Price	
12. Contractor's Name: (R) ACADEMIA DE STUDII ECONOMICE ASEM Address: 61 BANULESCU BODONI STREET CHISINAU CU REPUBLIC OF MOLDOVA Country of incorporation: MDA Email: EMAIL@ASEM.MD Website:	
13. Contractor's Contact Person's Name: Alexandru Stratan Title: Rector Address: 61 BANULESCU BODONI STREET CHISINAU CU REPUBLIC OF MOLDOVA Telephone number: +373 (22)224128 Mobile: Email: rectorat@ase.md	Călugăreanu Irina Title: Associate Professor Address: Banulescu-Bodoni str. 61, Chişinău, R. Moldova Telephone number: +37379424744 Email: calugareanu.irina@ase.md
14. UNDP Contact Person Name: Tatiana GONCEAROV Address: NA, , , MD Email: tatiana.goncearov@undp.org	Simion Berzoi Title: Project Manager/Business Development, EU4Moldova: Focal Regions Programme Address:104, Sciusev Street, Chisinau, Moldova Telephone number: (+373) 79575707 Email: simion.berzoi@undp.org

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This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

- 1. This face sheet ("Face Sheet").
- 2. UNDP Terms and Conditions
- 3. Payment Schedules
- 4. Attached document(s) included in this contract and listed below:

Attachments			
Type	File Name or URL	Title	Description
File	Annex 2.docx	Annex 2	

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:	DocuSigned by: B75D25B35A604B4...	Signature:	DocuSigned by: 85104C0986604F6...
Name:	Alexandru Stratan	Name:	Elena Olaru
Title:	Rector	Title:	Operations Manager
Date:	24-iul.-2023	Date:	21-Jul-2023

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Payment Schedules

Deliverable	Due Date	Amount [USD]
1:1 Milestone 1 (related to successful completion of Deliverable 1 - Inception Report) - 40%	30-Nov-2023	19,620.00
2:1 Milestone 2 (related to successful completion of Deliverables 2 - Progress Report) - 30%	22-Dec-2023	14,715.00
3:1 Milestone 3 (related to successful completion of Deliverable 3 – Final Report) - 30%	29-Mar-2024	14,715.00

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Special Condition

All payments shall be made by UNDP in Moldovan Leu (MDL) at the UN Operational Rate of Exchange (www.un.org/Depts/treasury/) on the day of payment.

**GENERAL TERMS AND CONDITIONS FOR
INSTITUTIONAL (DEMINIMIS) CONTRACTS
(FOR CONTRACTS LESS THAN US \$50,000)**

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

- 1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:
 - 1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 2. OBLIGATIONS OF THE CONTRACTOR:**
 - 2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"),

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with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. **LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply: 3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.1 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.2 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.3 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.4 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.5 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.6 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. **PRICE AND PAYMENT:**

4.1 **FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and

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satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

- 4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
- 4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.
- 4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

- 4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.
- 4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of

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Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non- acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the

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Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

10. SUBCONTRACTING: In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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12. INSURANCE AND LIABILITY:

12.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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- 15.1** Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.
- 15.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 15.3** At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.
- 15.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.
- 16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.
- 17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as

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follows:

17.1 The Recipient shall:

- 17.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

17.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:

- 17.2.1 any other party with the Discloser's prior written consent; *and*,
- 17.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
 - 17.2.1.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
 - 17.2.1.2 any entity over which the Party exercises effective managerial control; *or*,
 - 17.2.1.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 The Recipient shall not be precluded from disclosing Information that is

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obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

17.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or

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disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

19. TERMINATION:

19.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

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22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

23. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

24. TAX EXEMPTION:

24.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually

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acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose

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funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the

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Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post- employment restrictions", and shall also comply with and be subject to the requirements of the following:

- 30.1** The UN Supplier Code of Conduct;
- 30.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");
- 30.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
- 30.4** UNDP Vendor Sanctions Policy; and
- 30.5** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> . In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

- 31. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.
- 32. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 33. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of antipersonnel mines or components utilized in the manufacture of anti-personnel mines.
- 34. SEXUAL EXPLOITATION:**
 - 34.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the

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Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267(1999). The list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

SCHEDULE OF PAYMENTS

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor upon achievement of the corresponding milestones and for the following amounts:

MILESTONE/DELIVERABLE	AMOUNT	Instalment value as share of proposed amount for services	TARGET DATE
Milestone 1 (related to successful completion of Deliverable 1 - Inception Report)	USD 19,620.00	40%	November 30, 2023
Milestone 2 (related to successful completion of Deliverables 2 - Progress Report)	USD 14,715.00	30%	December 22, 2023
Milestone 3 (related to successful completion of Deliverable 3 – Final Report)	USD 14,715.00	30%	February 29, 2024
TOTAL	USD 49,050.00	100%	

Annex 1**TERMS OF REFERENCE****Promotion activities aiming to strengthen capacities of investment profiles beneficiaries**

- A. **Project “EU4MOLDOVA: FOCAL REGIONS PROGRAMME**
 B. **PROJECT DESCRIPTION**

General Background:

The EU4Moldova: Focal regions Programme (further on referred as Programme) is based on the European Commission Implementing Decision on the Annual Action Programme 2018 in favour of the Republic of Moldova and is funded by the European Union and implemented by the United Nations Development Programme and United Nations Children's Fund.

The overall objective of the five-year Programme is to strengthen the economic, territorial and social cohesion in the Republic of Moldova through smart, green, inclusive, sustainable and integrated local socio-economic growth as well as by improving the standards of living of the citizens in the focal regions of Cahul and Ungheni.

To this end, this Programme will address also the urban-rural divide as well as regional disparities, stimulate economic growth and job creation, refurbish and upgrade some social and technical infrastructure in selected areas (smaller towns and villages) while taking into account climate change and a gender perspective in the activities of the Programme.

Specific objectives:

1. To strengthen transparency, accountability of local public authorities and citizen participation in local governance processes in the focal regions.
2. To improve citizens' access to quality public services and utilities in the focal regions.
3. To create employment opportunities for men and women in the focal-regions and improve the attractiveness of the focal regions for investors and entrepreneurs.
4. To promote the smart specialization of the economy of the focal regions through the development of the clustering and value chain approach in key economic sectors.

The Programme objectives will be achieved through measures targeted at: (i) capacity building to support the implementation and monitoring of local economic development plans; (ii) civil society engagement in local planning, governance processes and basic social service delivery; (iii) provision of investment funding in support of the creation and/or development of social and technical infrastructure which, combined with the outcomes from interventions (i) and (ii) above, will have an immediate, visible and tangible impact on employment creation, the standard of living of the population in the focal regions.

C. SPECIFIC CONTEXT

Under Component 3 of the Programme, it is envisaged to help the economies of focal regions Ungheni and Cahul to boost economic development and implement a consistent package of ‘economic turnaround’ measures, aiming to improve their domestic and international image as ‘emerging regional growth poles’ with conducive business environment and amplified investment and entrepreneurship activities through greener economic specialization development approach.

The supported activities and actions will follow the most innovative methodological tools and international experiences related to enabling tangible and intangible business environment factors, place branding, attraction of external investors, expansion of existing firms and start-ups interventions, as well as pro-growth urban revitalization.

The EU4Moldova: Focal regions Programme elaborated focal regional ‘Portfolio of Investment Opportunities’ (Cahul and Ungheni). The ‘Portfolio’ consists of 41 feasible and detailed investment proposals (for both Focal regions), elaborated in Romanian, Russian, English, French, and German languages. ‘Portfolio’ will be promoted through all available local, regional, national, and international channels (Moldovan Embassies, National Investment Agency, various Business Forums, Chamber of Commerce and Industry, Free Economic Zones etc.)

An important aspect: a strong focus on focal regional development priorities will be kept. All the investment opportunities are targeting the 'gap needs' of key economic sectors – supporting the internationalization of regional economies through integration of key-economic sectors into advanced international (primarily EU) value chains. Business opportunities are reflecting various possible investment schemes: 'Greenfields', 'Brownfields', venture capital, start-ups, etc.

Portfolio on investment opportunities is targeting also Circular Economy principles, as main tool aiming to improve product durability, reusability, upgradability and reparability, increasing recycled content of products, while ensuring their performance and safety.

D. SCOPE OF WORK

The business environment is often cited as one of the main determinants of enterprise and private sector development. Largely shaped by government policies and legislation, the business climate is influenced by administrative conditions, the quality of institutions and infrastructure, political and economic stability, and the effectiveness of regulatory frameworks, as well as the level of corruption. When the business environment is not conducive, it can increase enterprises' direct and indirect production costs, inhibit the adoption of new technologies, deter investment, weaken competitiveness, and reduce market sizes. Lack of access to finance is another major constraint to entrepreneurship and private sector development, particularly for small and medium-sized enterprises in Republic of Moldova.

To ensure improved access to finance, private entities need to build functional financial and investment backgrounds, strengthen their capacities, and turn small and medium-sized enterprises and entrepreneurs into viable investment targets.

To implement a consistent package of 'economic turnaround' measures, aiming to improve domestic and international image as 'emerging regional growth poles' with conducive business environment and amplified investment and entrepreneurship activities, the Programme is seeking a local or international company (hereinafter Contractor) to perform Mentoring and promotion activities aiming to strengthen capacities of investment profiles beneficiaries of "Portfolio of Investment Opportunities".

E. KEY ACTIVITIES AN EXPECTED OUTPUTS

The Contractor shall take full responsibility for the execution and delivery of the following tasks and outputs to achieve the objectives of the assignment (for each of two focal regions) as described below:

1. Project Initiation (Both Focal regions):

- Elaborate on the methodology related to the conceptualization and development of Training, pitching and promotion activities aiming to strengthen capacities of investment profiles beneficiaries of "Portfolio of Investment Opportunities"
- Provide a detailed work plan and timeline of activities.

2. Action areas related to supporting and promotion activities aiming to strengthen capacities of investment profiles beneficiaries of "Portfolio of Investment Opportunities" - The following activity is designed to increase the capacities of the investment profiles beneficiaries in view of the identification of potential investors, to better understand access to finance, as well as improving their entrepreneurial education and skills development. Training and pitching sessions should develop the ability of the investment profiles beneficiaries to present their investment opportunities and to improve their abilities in communication skills.

Building a business-enabling environment (2 training sessions) - 60 persons	Reducing the costs of starting a business (e.g. ensuring efficient licensing regimes and business registration systems) Improving the ease of doing business (diminishing risks and costs, e.g. improving tax policies and land titles, developing appropriate quality standards and investing in public infrastructure)
Expanding access to finance (2 training sessions) - 60 persons	Promoting the entry of and competition among firms. Promoting alternative sources of financing. Strengthening the capacity of financial intermediaries to lend to microenterprises and small and medium-sized enterprises, including from development banks in the area of long-term sustainable financing, Increasing entrepreneurs' financial literacy through education and training

Improving access to markets (2 pitching sessions) - 60 persons	Facilitating the flow of goods and services and lowering the costs of doing business with foreign customers. Upgrading transport infrastructure Investing in trade logistics and facilitation Strengthening institutions responsible for standards and quality control and for providing market information and support services
Attracting foreign direct investment (2 training sessions) - 60 persons	Increasing the rate of return of foreign direct investment and reducing its costs and risks Providing targeted incentives for the private sector in sectors with comparative advantages and the potential to foster productive capacities Ensuring efficient administrative procedures and ownership rules Establishing investment promotion agencies Developing export platforms
Increasing human capital (2 training sessions) - 60 persons	Investing in entrepreneurial education and skills development Implementing policies that facilitate skills matching Promoting vocational education and training Creating linkages between businesses and academic institutions Expanding and upgrading business support services

3. **Promotion Portfolio of Investment Opportunities Roadmap** - Contractor should develop a roadmap underlining main steps and actions to be undertaken to promote a certain investment Profile. For that purpose, the Contractor will organize at least 4 dedicated meetings with private and public sector actors (in each Focal Region), as well as special purpose meeting with main stakeholders in the field of investment attraction (Ministry of Economy, ODA, Invest Moldova Agency, Chamber of Commerce and Industry, Free Economic Zones, diplomatic missions, trades, etc.).

4. **Provide recommendations in further promotion activities.** Contractor should provide clear actions related to promotion of Portfolios including but not limited to:

- National and international markets
- Local and international activities (e.g., exhibitions, investment forums, dedicated events, etc.)
- Promotion through on-line and Social – media
- Identification of on-going programmes and projects – sources of funding investment profiles beneficiaries (public and private sector) of "Portfolio of Investment Opportunities"

F. KEY DELIVERABLES AND INDICATIVE TIMEFRAME

Deliverables	Indicative timeframe
T1. Project Initiation. Promotion activities, aiming to strengthen capacities of investment profiles beneficiaries, detailed plan and timeline of activities developed and agreed with UNDP/EUD.	1 week since contract signature End July 2023
T2. Action areas related to supporting and promotion activities aiming to strengthen capacities of investment profiles beneficiaries 1. Map the training/learning needs of the beneficiaries 2. Develop training, pitching and mentoring modules for Beneficiaries 3. Training and pitching sessions for the beneficiaries organized	4 months since submission of Task 1 November 2023
Deliverable 1. Inception Report containing the above-mentioned deliverables from T1 and T2	
T3. Promotion Portfolio of Investment Opportunities. 1. Organization of at least 4 dedicated meetings with private and public sector actors (in each Focal Region), as well as special purpose meeting with main stakeholders in the field of investment	During contract duration July – December 2023

attraction (Ministry of Economy, ODA, Invest Moldova Agency, Chamber of Commerce and Industry, Free Economic Zones, diplomatic missions, trades, etc.); Deliverable 2. Progress Report containing the above-mentioned completed task T3.	
T4. Final Report containing recommendations in further promotion activities: Deliverable 3. Final Report of all the activities , containing the above-mentioned completed Tasks 1,2,3	December – February 2024

All deliverables should be endorsed by UNDP and shall be provided in English and Romanian languages, both in hard and electronic copies.

G. INSTITUTIONAL ARRANGEMENTS

The Contractor will be awarded a contract with UNDP for the delivery of services applied for and will work under the guidance of designated Project Officer/Investment Attraction and supervised by the Project Manager/Business Development, reporting to the Programme Manager. The Programme will provide all available relative documentation, facilitate first contacts, access to the site and communication with stakeholders while **Contractor will be responsible for arranging all necessary round trip transportation from Cahul – 30 persons, and from Ungheni – 30 persons, to Chisinau. Number of round trips – 10 (ten). The Contractor shall also be responsible for the organization of 10 trainings with maximum 60 persons per each training. Each training shall include at minimum: 1 lunch, 2 coffee breaks, printed materials, water (2 bottles per person per day), space rent cost, other as needed, (except were indicated that the Programme will take care of, such as pens and notebooks), obtaining all needed permissions and establishing and maintaining of good working relationships with all involved parties.**

H. DURATION OF WORK

- a. The estimated duration of works is maximum 7 months. The expected time of commencement of contract is July 2023;
- b. UNDP will require maximum of 14 (fourteen) days (depending on the implementation stage) to review the deliverables, provide comments, approve or certify acceptance of deliverables.

I. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

The offers will be evaluated based on their compliance with the requirements specified in Section 4 above.

The key-personnel must include a minimum of:

- 1 (one) TEAM Leader,
- 1 (one) Mentor and Coacher,
- 1 (one) Investment Promotion Specialist,
- 1 (one) Export facilitator

The Contractor could consider other non-key personnel if it is required for the successful implementation of the present assignment.

Tenderers shall provide information on the Project Team proposed to manage this assignment outlining details including:

- a. Details of qualifications and relevant experience of each of the proposed team members.
- b. Details of their roles/responsibilities for accomplishment of the above listed tasks as well as level of effort (estimated for each staff member in working days).

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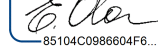
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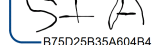
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